

A.G. Contract No. KR97 0997TRN
ADOT ECS File: JPA 97-76
Project: F-029-1-525
Tracs: H 4198 01 C
Section: SR 69; Town of Prescott Valley

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PRESCOTT VALLEY

THIS AGREEMENT is entered into 30 JUNE 1997
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the Town of Prescott Valley, acting by and
through its Mayor and Town Council, (the "Town")

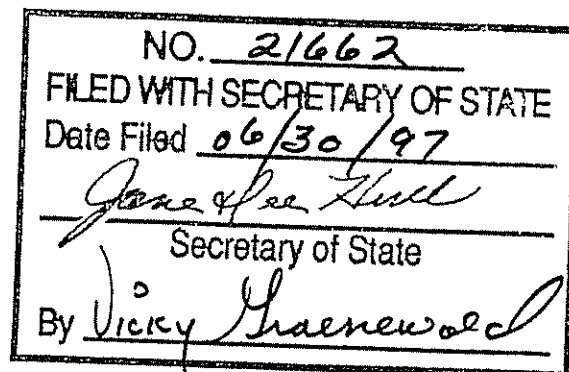
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on State Route 69 at the following location.

From centerline roadway station 139+270.283 to centerline roadway
station 139+893.240 , a net distance of approximately .62 kilometers



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work the Town shall reimburse the State twenty five percent (25%) of the landscape contract cost, up to a maximum of \$8,000.00.

3. The State shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The Town will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon thirty (30) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

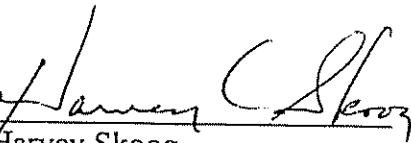
Town of Prescott Valley
Town Manager
8501 East Yavapai Road
Prescott Valley, AZ. 86314

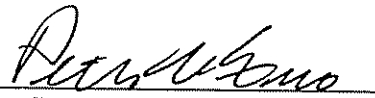
8. Attached hereto is the written determination of each party's legal counsel the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


TOWN OF PRESCOTT VALLEY

STATE OF ARIZONA
Department of Transportation

By 
Harvey Skoog
Mayor

By 
Peter L. Eno
Contract Administrator

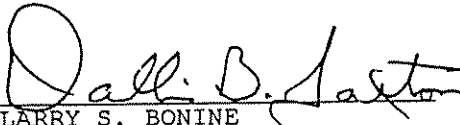
ATTEST

By 
Ken Rittmer
Town Manager

RESOLUTION

BE IT RESOLVED on this 19th day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Prescott Valley for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvement on SR-69 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 765

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, ENDORSING CONSTRUCTION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND YAVAPAI COUNTY OF THE PROPOSED NEW CONNECTION OF SR 89A TO SR89 NORTH OF THEIR PRESENT CONNECTION; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the rapid development of western Yavapai County in general and Prescott Valley in particular has required that the Town participate with area jurisdictions in planning for future transportation needs on a regional basis; and

WHEREAS, the Town has worked with Yavapai County, the Yavapai Tribe, the City of Prescott, the Town of Chino Valley, and the Arizona Department of Transportation (ADOT) to develop long-range transportation plans for the region, primarily through the Central Yavapai Transportation Planning Organization and the Northern Arizona Council of Governments Transportation Committee and Transportation Technical Subcommittee; and

WHEREAS, in 1985 the Town expended funds for and adopted the Parsons Brinkerhoff Regional Transportation Study which anticipated regional growth and recommended a number of road projects to deal with that growth; and

WHEREAS, in accordance with that study the Town partnered with Yavapai County to construct several SR 69 intersection improvements and to construct Glassford Hill Road between SR 69 and SR 89A; and

WHEREAS, the Town also partnered with the Arizona Department of Transportation (ADOT) to construct several SR 69 intersection and right-of-way landscaping improvements, and to widen a significant portion of Robert Road; and

WHEREAS, in 1995 the Town expended funds for and adopted the JHK Regional Transportation Study which built on the earlier 1985 study and again recommended road projects to deal with anticipated growth in the region; and

WHEREAS, one of the recommended projects in the JHK Study is the construction of a connecting route from SR 89A west of Prescott Valley, across SR 89, to Willow Creek Road in Prescott; and

WHEREAS, the Prescott Valley Mayor and Common Council find that a balance of economic, health, safety, and environmental concerns and interests in the region supports eventual construction of this SR 89A/Willow Creek Road connection;

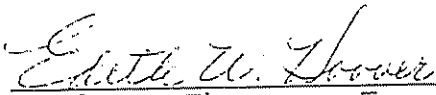
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

1. That the Town of Prescott Valley, Arizona, hereby endorse construction by the Arizona Department of Transportation (ADOT) and by Yavapai County of the proposed new segment of SR 89A that will connect to SR 89 at a yet-to-be-determined point north of their present connection (for eventual extension to Willow Creek Road) in order to improve current and anticipated vehicular travel in the region.
2. That this endorsement be transmitted to the respective governing bodies of the Arizona Department of Transportation (ADOT), Yavapai County, the Yavapai Tribe, the City of Prescott, and the Town of Chino Valley by the Prescott Valley Public Works Director.
3. That the Town hereby express its appreciation to the elected officials and staff of the above entities who have made it possible for the described project to be prioritized, planned, and implemented in such an expeditious manner.
4. That this Resolution be effective after its passage and approval according to law.

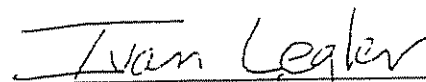
RESOLVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 12th day of June, 1997.


Harvey C. Skoog, Mayor

ATTEST:


Linda J. Thorson, Town Clerk

APPROVED AS TO FORM:


Ivan Legler, Town Attorney

APPROVAL OF THE PRESCOTT VALLEY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PRESCOTT VALLEY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 2nd day of June, 1996/7

Ivan Legler

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0997TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 24, 1997.

GRANT WOODS

Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:cl/5995